

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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| UNITED STATES OF AMERICA | : | CRIMINAL NO. _____ |
| | : | DATE FILED: _____ |
| v. | : | VIOLATIONS: |
| | : | 18 U.S.C. §§ 1341 and 1346 (mail fraud - |
| RICARDO CURRY | : | 1 count) |
| a/k/a "Ricardo Curry Burns" | | |

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this Information:

A. School District of Lancaster

1. The School District of Lancaster is the second oldest district in the Commonwealth of Pennsylvania and provides educational services to the residents of the City of Lancaster. The school district has thirteen elementary schools, four middle schools, one high school campus and one alternative school with a staff of approximately 1,400, including administrators, teachers, counselors, and support staff. The nine-member board of directors governs school district activities with a total annual operating budget of more than \$100 million.

2. The School District of Lancaster receives grants from numerous public and private sources, including annual grants from the United States Department of Education that are used for a variety of purposes, including after-school programs, alternative education strategies, meal subsidies, educational consultants and many other educational programs.

3. In the ordinary course of its business activities, the School District of Lancaster utilizes the United States mails in contracting with and making payments to its outside consultants, who provide specialized knowledge and expertise to the school district.

4. Defendant RICARDO CURRY was hired by the School District of Lancaster in September 2000 as the Director of the Office of Teaching and Learning. He was promoted to Assistant Superintendent in January 2003 and was named Superintendent in April 2003. As the top administration official in the School District of Lancaster, defendant CURRY was responsible for, among other things, submitting contracts with outside consultants for approval by the school district's board of directors and approving invoices submitted by outside consultants for payment by the school district.

B. Curry's Duty of Honest Services to the Public

5. At all times material to this Information, the School District of Lancaster and citizens of the City of Lancaster had an intangible right to the honest services of their public officials, employees, advisors and participants in the operation of the school district's management. As such, defendant RICARDO CURRY owed the School District of Lancaster and the citizens of the City of Lancaster, under Pennsylvania and common law, a duty to: (a) refrain from the use of public office or position for private gain; (b) disclose conflicts of interest and other material information in matters over which he had authority and discretion that resulted in his direct or indirect personal gain; (c) refrain from holding financial interests that conflicted with the conscientious performance of his duties; (d) refrain from soliciting or accepting any item of monetary value from any person seeking official action from, doing business with, or whose interests may be substantially affected by the performance or nonperformance of his duties; (e)

act impartially and not give preferential treatment to any private individual; and (f) disclose waste, fraud, abuse, and corruption to appropriate authorities.

THE SCHEME TO DEFRAUD

6. From in or about September 2001 to in or about January 2004, at Lancaster, in the Eastern District of Pennsylvania, and elsewhere, defendant

RICARDO CURRY
a/k/a “Ricardo Curry Burns”

knowingly devised and intended to devise a scheme to defraud the School District of Lancaster and the citizens of the City of Lancaster of the right to CURRY’s honest services in the management of the affairs of the School District of Lancaster, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

7. The object of this scheme to defraud was for defendant RICARDO CURRY to use his position as the top official in the administration of the School District of Lancaster (a) to benefit friends and family members by awarding them lucrative consulting contracts; and (b) to benefit himself by obtaining payments from some of these friends and family members with a portion of the proceeds of these consulting contracts.

8. As a result of this scheme, defendant RICARDO CURRY’s friends and family members received payments of approximately \$59,500 from the School District of Lancaster, and defendant CURRY received payments from them of more than \$3,000.

It was a part of this scheme to defraud that:

A. The Contract with Defendant Curry's Brother-in-Law

9. Between approximately May 2003 and August or September 2003, defendant RICARDO CURRY caused the School District of Lancaster to hire as a consultant an individual who, at that time, was the brother of his fiancé (and who, shortly thereafter, became his brother-in-law).

10. According to the invoices submitted to the School District of Lancaster and approved by defendant CURRY, defendant CURRY's brother-in-law provided the following types of services: "Organizational Development Consultation," "Strategic Planning," "Leadership Development," "Facilitation of Meetings and Information Sharing Regarding Transformational Leadership," "Reflective Practice," and leadership training for "Middle Level Small Learning Community Facilitators."

11. As a result of defendant RICARDO CURRY's approval of the invoices submitted by or on behalf of his brother-in-law, the School District of Lancaster paid a total of \$13,000 to this individual between May 23, 2003 and August 29, 2003.

12. However, as defendant RICARDO CURRY well knew, no services of any kind were ever provided by CURRY's brother-in-law and all of the invoices that triggered these payments were false and fraudulent in every respect.

13. At no time did defendant CURRY ever disclose to the School District of Lancaster board of directors or to other persons in the school district administration his personal relationship with this individual or that no services were ever provided by him. In fact, at a school board meeting and press conference on January 14, 2004, defendant CURRY falsely

stated to the board that this individual was his wife's cousin, not his brother-in-law, and that the School District of Lancaster's director of secondary education was responsible for the hiring of this individual, not CURRY.

2. The Contract with Defendant Curry's Close Friend

14. Between approximately September 2001 and June 2003, defendant RICARDO CURRY caused the School District of Lancaster to hire as a consultant one of CURRY's closest personal friends.

15. According to the invoices submitted by or on behalf of this individual and approved by defendant CURRY, the work performed by CURRY's friend included, among others, the following types of professional consulting services:

- "Three Days of Professional Development and Consultation for Small Community Facilitators" from December 12-14, 2001
- "Three Day Climate Survey at Reynolds Middle School" from April 17-22, 2002
- "Summer Content Institute Consultant work for the Office of Teaching and Learning," "Middle Level Consultation - Planning for the 2002-2003 School Year," "Middle Level Discipline Template," "Middle Level Discipline Data Base System," and "Organization Handbook for new Small Learning Community Facilitators," from July 2-16, 2002
- "Five Day Middle School Mentor Training" from November 6-16, 2002
- "Five Days of Professional Development and Consultation for Small Learning Community Facilitators and System Consultation with Mr. Curry," from January 8-23, 2003
- "Five Days - Consultation - Reorganization with Office of Teaching & Learning and Superintendent Office," from February 27, 2003 to March 5, 2003

16. Defendant RICARDO CURRY also knew that the invoices prepared by or on behalf of defendant CURRY's friend were false and misleading in that they described services that were never actually performed. Instead, the "consulting services" provided by defendant CURRY's friend consisted merely of casual conversations and discussions at restaurants in Philadelphia or on the weekends in which CURRY and his friend discussed in general terms a wide range of subjects that were of mutual professional interest to them.

17. As a result of the false and misleading invoices approved by defendant CURRY, defendant Curry's close friend received approximately \$36,600 in consulting payments from the School District of Lancaster between September 28, 2001 and June 13, 2003, and returned at least \$3,000 of this amount to defendant CURRY.

18. At the time that he hired this "consultant" and authorized the payments of \$36,600 to him, defendant RICARDO CURRY never disclosed to the School District of Lancaster board of directors or to others in the school district administration (a) that he had a close personal friendship with this person; (b) that this person would give at least \$3,000 of the proceeds from the school district contracts back to CURRY; (c) that the invoices prepared and submitted by or on behalf of the consultant were false and described professional services that were never actually rendered; and (d) that the "consulting services" consisted merely of casual conversations in which CURRY and the consultant discussed school discipline and administrative topics of general interest to both of them.

C. The Contract with Defendant Curry's Girlfriend

19. In or about May 2001, defendant RICARDO CURRY caused the School District of Lancaster to hire a woman he was dating at that time and who later became his wife to

perform a “Middle School Roster Analysis” for a payment by the School District of Lancaster of \$1,500. The work consisted of clerical services including data entry and internet research on school roster scheduling matters over a total of approximately 20 hours.

20. In or about February 2002 and March 2002, defendant RICARDO CURRY again caused the School District of Lancaster to hire his girlfriend to perform some additional internet research on professional development and school discipline over a period of 40-60 hours, for which the school district paid her an additional \$3,000.

21. At no time did defendant CURRY disclose to the School District of Lancaster board of directors or to other persons in the school district administration his close personal relationship with the provider of these services or that this individual used some of the proceeds from the contracts to make payments to defendant CURRY.

D. The Contract with the Defendant’s Sister

22. In or about August 2002, defendant RICARDO CURRY caused the School District of Lancaster to hire his sister, who is a full-time day-care provider, as a consultant to perform internet research on literacy programs. As a result of this internet research work performed on a part-time basis over a period of about two weeks, the School District of Lancaster paid defendant CURRY’s sister \$3,000.

23. In or about December 2002, defendant RICARDO CURRY again caused the School District of Lancaster to hire his sister as a consultant to perform some additional internet research relating to middle school reading programs. As a result of this internet research work performed on a part-time basis over a period of two weeks, the School District of Lancaster paid defendant CURRY’s sister an additional \$2,400.

24. At no time did defendant CURRY disclose to the School District of Lancaster board of directors or to other persons in the school district administration that the provider of these services was his sister. To the contrary, at a school board meeting held on or about January 14, 2004, when defendant CURRY was questioned about whether he had hired family members to perform work for the School District of Lancaster, he falsely denied that he had ever hired any of his relatives.

25. On or about August 9, 2002, in the Eastern District of Pennsylvania and elsewhere, defendant

RICARDO CURRY
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having devised the scheme described above, for the purpose of executing the scheme to defraud, and attempting to do so, knowingly caused to be delivered by United States Mail, according to directions thereon, a \$2,400 check sent by U.S. mail from the School District of Lancaster in Lancaster, Pennsylvania to defendant CURRY’s best friend in Philadelphia, Pennsylvania as a result of false and fraudulent invoices submitted in connection with alleged consulting work performed by this individual.

All in violation of Title 18, United States Code, Sections 1341 and 1346.

PATRICK L. MEEHAN
United States Attorney